

UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF NEW YORK

MARIA MILLER,

Plaintiff,

v.

STATE FARM FIRE AND CASUALTY COMPANY;

Defendant.

Civil Action No. 23-CV-6182

COMPLAINT

Plaintiffs Maria Miller, by and through their undersigned counsel, Law Office of Brett M. Schatz PC, hereby state and allege as follows:

JURISDICTION

1. Plaintiffs Maria Miller (“Ms. Miller” or “Plaintiff”) is a resident of Nassau County, NY and resides at 932 Newton Ave., North Baldwin, NY 11510.
2. Upon Information and belief defendant State Farm Fire and Casualty Company (“State Farm” or “Defendant”) is a foreign corporation incorporated in the state of Illinois with its principal place of business located at One State Farm Plaza, Bloomington, IL 61710.
3. The amount in controversy without interest and costs exceeds the sum or value of the sum specified in 28 U.S.C. 1332.
4. Venue is proper as a substantial part of the events giving rise to the claim occurred in the district and the property that is the subject of this action is located in the District.

CONDITIONS PRECEDENT AND NOTICE

5. Plaintiff repeats and re-alleges each and every allegation contained in paragraphs marked and number “1” through “4” inclusive hereof, as if the same were more fully set forth at length herein.
6. All Conditions precedent to recovery have been performed, waived or have occurred.

FACTS

7. Plaintiff repeats and re-alleges each and every allegation contained in paragraphs marked and number “1” through “6” inclusive hereof, as if the same were more fully set forth at length herein.

8. Plaintiff is the owner of house and land that is the subject of this action located at 932 Newton Ave., North Baldwin NY 11510 (the “Property”).

9. Plaintiff is the named insured under a homeowners insurance policy – Policy No. 56-BH-N922-9 (the “Policy”)- issued by Defendant with effective dates of 6/8/2022 to 6/8/2023 (the “Policy Period”). A copy of the Policy is annexed hereto as “**Exhibit 1**”.

10. The Policy insures the Property against all risks other than those expressly excluded.

11. On February 23rd, 2023 during the Policy Period Plaintiff returned from vacation to find her house had sustained severe water damage as the result of a cracked shower mixing valve assembly in an upstairs bathroom at the Property.

12. The property damage did not occur by any of the causes excluded by the policy.

13. Plaintiff gave Defendant timely notice of the water damage on or about February 23rd, 2023.

14. Following Notice the Defendant assigned a Claim No. 32-45X8-53T (the “Claim”).

15. Thereafter Defendant assigned an adjuster to inspect the Property and adjust the loss.

16. After a brief and cursory inspection by Defendants engineer and plumber, Defendant improperly determined the home heating system wasn’t maintained or functioning in the months leading up to the loss.

17. Defendant failed to conduct a reasonable investigation of the Claim and made conclusions that were not supported by the facts.

18. Defendant failed and refused to comply with the requirements of the Policy and breached the Policy by failing and refusing, without legitimate cause or justification, to indemnify Plaintiff for the damage she had incurred.

19. At all relevant time, Plaintiff had an insurable interest in the Property as the owner thereof.

20. Plaintiff has fully performed all the terms and conditions required under the Policy.

21. This action is commenced within two years from the date of loss.

22. As of the date of this filing Defendant has not demanded a Proof of Loss and has not triggered any provision of the Policy with respect to any requirement to provide a Proof of Loss.

23. By virtue of the foregoing, Plaintiff has been damaged in an amount to be determined at trial but not less than \$192,878.38, plus any and all additional damages under the Policy or at law.

FIRST CAUSE OF ACTION
(BREACH OF CONTRACT)

24. Plaintiff repeats and re-alleges each and every allegation contained in paragraphs marked and numbered “1” through “23” inclusive hereof, as if the same were more fully set forth at length herein.

25. Plaintiff has fully performed all the terms and conditions required under the Policy.

26. Defendant failed to perform its obligations by failing to conduct a reasonable investigation of the Claim.

27. Defendant failed and refused to comply with the requirements of the Policy and breached the Policy by failing and refusing, without legitimate cause or justification, to pay the damages due to Plaintiff in an amount to be determined at trial but not less than \$192,878.38 plus interest and costs.

28. By virtue of the foregoing, Plaintiff has been damaged in an amount to be determined at trial but not less than \$192,878.38, plus any and all additional damages under the Policy or at law.

ATTORNEYS FEES

29. Plaintiff repeats and re-alleges each and every allegation contained in paragraphs marked and numbered “1” through “28” inclusive hereof, as if the same were more fully set forth at length herein.

30. As a consequence of Defendant’s breaches, Plaintiff has been forced to retain an attorney and seeks reimbursement for its reasonable attorney’s fees because Defendant conducted itself in bad faith, had no basis to challenge Plaintiff’s Claim and no reasonable insurer would, under these facts, challenge deny or ignore the Claim.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs prays for judgment against Defendants as follows:

- i. On Plaintiffs’ First Cause of Action for Breach of Contract as against Defendants, in an amount to be determined at trial, but in no event less than \$192,878.38; and
- ii. Interest from the date of loss to the date of the award and payment of final judgment herein;
- iii. Reasonable attorney’s fees;
- iv. Costs, expert and witness fees; and
- v. For such other and further relief as to the Court seem appropriate and just

JURY DEMAND

Plaintiff demands a trial by jury as to all issues so triable

Date: August 16th 2023


Brett Schatz, Esq.
Law Office of Brett M. Schatz PC
Attorney for Plaintiff
Maria Miller
1345 6th Ave. 2nd Floor
New York, NY 10105
Tel: 212-631-7463
Fax: 646-786-3325
bschatz@bmsfirm.com

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

MARIA MILLER

Plaintiff

V

STATE FARM FIRE AND CASUALTY COMPANY

Defendant

Civil Action No.:

**NOTICE OF DEMAND FOR
TRIAL BY JURY**

PLEASE TAKE NOTICE that pursuant to Fed. R. Civ. P. Rule 38 Plaintiff demands trial by jury in this action of all issues so triable.

August 16th, 2023


Brett M. Schatz (schatbr)
Law Office of Brett M. Schatz P.C.
Attorney for Plaintiff
Maria Miller
1345 Avenue of the Americas
Second Floor
New York, NY 10105
Tel: 212-631-7463
Fax: 646-786-3325
e-mail: bschatz@bmsfirm.com